

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11 Case No.**
:
LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (JMP)**
:
Debtors. : **(Jointly Administered)**
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**STIPULATION, AGREEMENT AND ORDER BETWEEN BNC MORTGAGE LLC
AND ROGER RIPPS PROVIDING FOR RELIEF FROM THE AUTOMATIC STAY
WITH REGARD TO CERTAIN REAL PROPERTY LOCATED IN PHOENIX, ARIZONA**

This Stipulation, Agreement and Order (the “Stipulation, Agreement and Order”) is entered into by Lehman Brothers Holdings Inc. (“LBHI”), as Plan Administrator (the “Plan Administrator”) under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors (the “Plan”) for the entities in the above referenced chapter 11 cases, on behalf of BNC Mortgage LLC (“BNC”), and Roger Ripps (“Ripps”).

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the “Commencement Date”), LBHI and certain of its subsidiaries (collectively, the “Debtors”) commenced with this Court voluntary cases (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). BNC commenced its Chapter 11 Case on January 9, 2009.

B. On or about April 20, 2006, Ripps executed a deed of trust (the “Ripps Deed of Trust”) in favor of N. A. Nationwide Mortgage (“Nationwide”) as security for the repayment of the original principal sum of \$134,725 due under a note (the “Ripps Note,” and together with the Ripps Deed of Trust, the “Ripps Loan”). The Ripps Deed of Trust granted Nationwide a security interest in certain real property located at 736 E. Eugie Avenue, Phoenix,

Arizona (the “Property”). Nationwide then assigned the Ripps Loan to BNC Mortgage, Inc.¹ on or about April 26, 2006.

C. According to the Debtors’ records, the Ripps Loan was transferred from BNC to Lehman Brothers Bank FSB (n/k/a Aurora Bank FSB) on June 22, 2006, and then from Lehman Brothers Bank FSB to LBHI and from LBHI to Structured Asset Securities Corporation (“SASCO”) on August 30, 2006. SASCO immediately sold the Ripps Loan into a securitization trust called SASCO 2006-BC2. As of the Commencement Date, therefore, none of the Debtors held an interest in the Ripps Loan.

D. On December 6, 2011, the Court entered an order confirming the Plan (the “Confirmation Order”) [ECF No. 23023]. The Plan became effective on March 6, 2012.

E. Ripps represents that he has satisfied the Ripps Loan in full. Ripps also represents that a record of BNC’s former interest in the Property remains on the local property records, creating an impediment to Ripps’ ability to acquire a clean title to the Property.

Accordingly, Ripps seeks entry of an order partially modifying the automatic stay extant in BNC’s chapter 11 case pursuant to section 362 of the Bankruptcy Code and the Confirmation Order (the “Automatic Stay”) in order to allow Ripps to exercise his non-bankruptcy rights and remedies as to the Property including, but not limited to, commencing an action to quiet title.

F. In light of the foregoing, and to ensure that Ripps is not prohibited from exercising his rights with respect to the Property, BNC and Ripps (each a “Party” and together, the “Parties”) have agreed, subject to approval of this Court, to the terms set forth below.

¹ BNC Mortgage, Inc. and BNC Mortgage LLC are the same entity. BNC was originally organized under the laws of Delaware as a corporation under the name “BNC Mortgage, Inc.” On or about January 13, 1998, BNC changed its corporate form from a corporation to a limited liability company under the name “BNC Mortgage LLC.” BNC is still referred to as “BNC Mortgage Inc.” in those states in which it is registered to conduct business under its former name.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN RIPPS, ON HIS OWN BEHALF, AND LBHI THROUGH ITS UNDERSIGNED COUNSEL, AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. This Stipulation, Agreement and Order shall have no force or effect unless and until approved by the Court (the “Effective Date”).

2. Upon the Effective Date, the Automatic Stay shall be modified with respect to Ripp’s interest in the Property and Ripps shall be permitted to exercise his rights under applicable non-bankruptcy law against the Property.

3. Except as provided in paragraph 2, the provisions of section 362(a) of the Bankruptcy Code and paragraph 54 of the Confirmation Order, including, without limitation, those provisions prohibiting any act to collect, assess, or recover a claim that arose prior to the Commencement Date from BNC’s estate and/or assets or property of BNC (as defined in section 541 of the Bankruptcy Code) shall remain in full force and effect.

4. This Stipulation, Agreement and Order may only be amended or otherwise modified by a signed writing executed by the Parties.

5. Each person who executes this Stipulation, Agreement and Order by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement and Order on behalf of such Party.

6. This Stipulation, Agreement and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement and Order to present any copy, copies, electronic copies, or facsimiles signed by the Parties.

7. This Stipulation, Agreement and Order was drafted jointly by the Parties and each Party represents that it fully understands the terms hereof. This Agreement shall not be strictly construed against either Party on the ground that the rules for the construction of contracts require the resolution of any ambiguity against the Party that drafted the document.

8. This Stipulation, Agreement and Order shall be effective immediately upon its entry and shall not be stayed pursuant to Bankruptcy Rule 4001(a)(3).

9. This Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation, Agreement and Order.

Dated: May 17, 2012
Phoenix, Arizona

/s/ Roger Ripps
Roger Ripps
736 E. Eugie Ave.
Phoenix, Arizona 85022
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Facsimile: (877) 916-6637

Dated: May 17, 2012
New York, New York

/s/ Jacqueline Marcus
Jacqueline Marcus
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Attorneys for Lehman Brothers Holdings Inc. and
Certain of its Affiliates

SO ORDERED:

Dated: New York, New York
June 11, 2012

s/ James M. Peck
Honorable James M. Peck
United States Bankruptcy Judge